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8-26-1973

## **Safeway Stores, Incorporated and Retail Store Employees Union, AFL-CIO, Local 692 (1973)**

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## **Safeway Stores, Incorporated and Retail Store Employees Union, AFL-CIO, Local 692 (1973)**

### **Location**

Baltimore, MD

### **Effective Date**

8-26-1973

### **Expiration Date**

8-24-1974

### **Employer**

Safeway Stores, Incorporated

### **Union**

Retail Store Employees Union

### **Union Local**

692

### **NAICS**

44

### **Sector**

P

### **Item ID**

6178-008b174f020\_01

### **Keywords**

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

### **Comments**

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AGREEMENT

THIS AGREEMENT made and entered into this 10<sup>th</sup> day of October, 1973 between SAFEWAY STORES, INCORPORATED (hereinafter referred to as "Employer"), a participating member of the Baltimore Food Employers Labor Relations Association (hereinafter referred to as "Employer Council") and RETAIL STORE EMPLOYEES' UNION, LOCAL NO. 692, chartered by the Retail Clerks International Association, AFL-CIO (hereinafter referred to as the "Union").

WITNESSETH:

WHEREAS, the Employers' Council is an employer association of food chains in and about Baltimore, Maryland area and, as bargaining agent for its member companies, has negotiated with the bargaining committee of the Union; and

WHEREAS, the parties thereto, through local industry wide bargaining, desire to establish uniform standards and hours of labor, rates of pay, and other conditions under which the employees classified herein shall work for the Employer during the life of this Agreement and thereby promote a relationship between the parties hereto, providing for more harmonious and efficient co-operation and mutual benefit; and

WHEREAS, it is recognized that the well-being of both parties is directly dependent upon the skill and efficiency with which the business of the Employer is conducted.

ARTICLE 1  
MANAGEMENT AUTHORITY

1.1 The authority and responsibility for the management of the business, including, but not limited to, the planning, direction and control of the work force shall repose exclusively in the Employer and its appointed representatives, subject to the provisions of this Agreement.

1.2 In the event that the employer contemplates the introduction of major technological changes affecting bargaining unit work, advance notice of such changes will be given to the Union. If requested to do so, the employer will meet with the union to discuss the implementation of such changes before putting such changes into effect.

ARTICLE 2  
RECOGNITION

2.1 The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all of its employees (other than Store Managers, Meat Department and Supervisory employees) coming under the jurisdiction of the Retail Store Employees' Union, Local No. 692, in the stores in the areas set forth in Exhibit "B," attached hereto and made a part hereof, except in those areas where other duly chartered Locals exist.

2.2 All work and services connected with, or incidental to the handling or selling of all merchandise offered for sale to the public in the Employer's retail establishments covered by this Agreement, shall be performed only by employees of the Employer within the unit referred to above for which the Union is recognized as the collective bargaining agency by the Employer.

This Agreement shall not be construed as restricting a sales representative from inspecting any and all merchandise of his respective company for spoilage or replacement, nor shall it apply to initial special displays unless they have a tendency to become constant or too often.

There will be a committee consisting of union representatives and Company Management which will meet every first Wednesday of every month for the purpose of reviewing complaints and furthering compliance of this Article.

2.3 The Employer further agrees that if the Employer should establish a new store or stores within the jurisdiction of the Union as set forth in Exhibit "B", this Agreement shall apply to such new store or stores. In the event the Employer engages in department or discount type stores, then the Employer and the Union shall negotiate as to the terms for wages and hours for such employees.

In the event an Employer in the future engages in a department or discount type store, commonly known as a general merchandise store, and an agreement between the Union and the Employer cannot be concluded, then the provisions of Article 20, No Strike-No Lockout, shall not be binding upon the Union and the Employer.

2.4 Any and all types of Retail Food Markets of the Employer shall be covered by terms and conditions of this Agreement.

### ARTICLE 3 UNION SECURITY

3.1 All employees shall, as a condition of employment, become and remain members of the Union on and after the thirty-first (31st) day following the date of employment, or on and after the thirty-first (31st) day following the effective date of this Agreement, whichever is the later.

3.2 Upon failure of any employee to become and remain a member of the Union within the period and under the conditions specified in Paragraph 3.1 above, the Union shall notify the Employer in writing, of such failure and the employer shall, within seven (7) days of receipt of such notice, discharge any such employee as provided in the Labor Management Relations Act of 1947 as amended.

3.3 The application of Paragraph 3.1 above is deferred in any jurisdiction where the Union Shop is not permitted by law, except for the purpose of representation, unless and until such law is declared unconstitutional or is repealed or otherwise becomes inoperative as to the operations of the Employer.



3.4 The Employer will notify the Union in writing within twenty-five (25) days from the date of employment, reinstatement, or transfer into the bargaining unit of any employee, of the name of such employee, the home address, place of employment, social security number and job classification (Full Time or Part Time), and the date of employment, reinstatement, transfer or termination.

ARTICLE 4  
SENIORITY

4.1 Seniority for the purpose of this Agreement shall be calculated by continuous service from the last date of employment, (except as otherwise provided). Seniority list for all full time employees and a separate list for all part time employees shall be set up by the Employer and shall be furnished to the Union upon request. Seniority areas governing this Agreement are outlined in Exhibit "C" attached hereto and made a part hereof. Seniority shall prevail in the following instances in the manner as listed hereafter.

4.2 The Employer recognizes the principle of seniority as being one in which the movement of an employee from one job to another or from one location to another through promotion, demotion, layoff, recall after layoff, or permanent transfer, shall be governed by the length of service of the employee, and in connection with such movement the Employer may take into consideration as to each employee involved his ability to perform the work.

4.3 In connection with layoffs and store closings seniority will apply first to store, then the Supervisor's territory, and last to the seniority area.

4.4 Full time employees to be laid off shall have the option of part time employment, and shall be placed at the top of the part time seniority list, or may take a complete layoff. They shall have the right of recall on any full time opening, provided they can do the work. Full time employees reduced from full time to part time through no fault of their own will retain Blue Cross and Blue Shield coverage for a period of six (6) months. The Employer will pay the monthly composite rate as certified by the Trustees to the "Fund" for this coverage.

4.5 Seniority and the employees ability to perform the work shall be given consideration in regards to promotions within the bargaining unit. If the employee in the sole opinion of the Employer fails to qualify within a reasonable time for the upgraded position, he or she shall be afforded the opportunity to return to his or her former classification without loss of seniority.

4.6 Part time employees who desire to obtain full time work shall request same, in writing, to Company Personnel Office and the Union. When full time openings occur, preference shall be given to the part time employee in the order of the date the request was received at the Personnel Office.

4.7 Employees laid off due to the store closing or reduction of employment shall be laid off by order of the most recent hired and shall be rehired in the reversed order of the layoff, with due consideration given job classification. Employees laid off and subsequently recalled within twelve (12) months will retain former seniority. Employer agrees to go beyond the seniority areas in the case of full time layoffs in distressed areas. However, Employer will decide what store to transfer the employee to. There shall be no bumping by seniority.

4.8 The Employer agrees to give a week's notice or a week's pay in lieu of a week's notice to full time employees with six (6) months' service and three (3) days' notice or three (3) days' pay to part time employees with twelve (12) months' service who are laid off due to lack of work. All employees likewise shall give a week's notice prior to intended resignation. It is mutually agreed that after termination notice has been given by either party, no new request for sick benefits shall be granted.

4.9 Any employee transferred into the bargaining unit from any other part of the company shall retain their last employment date for the purpose of computing benefits, but their seniority date shall be otherwise established as of the date they commenced working in the bargaining unit.

#### ARTICLE 5 HOURS AND OVERTIME

5.1 The guaranteed basic work week for all full time employees shall be forty (40) hours per week, consisting of five (5) eight (8) hour days.

5.2 For the purpose of this Agreement the basic work week shall be from Monday through Saturday, inclusive.

5.3 Sunday work shall be isolated and shall not be part of the basic work week.

5.4 All time worked by an employee in excess of eight (8) hours in any one (1) day, five (5) days in one (1) week, or forty (40) hours in any work week, or in excess of the thirty-two (32) hours in any week in which one of the specified holidays fall, shall be deemed overtime. Such overtime work shall be paid for at the rate of time and one-half ( $1\frac{1}{2}$ ) the employee's regular rate of pay, but the employee shall not be compensated for both daily and weekly overtime. Hours which qualify for Sunday premium pay as provided in Paragraph 5.3 of this Article shall not be included in computing weekly overtime.

5.5 The regular day's work for all full time employees shall be worked within nine (9) consecutive hours and all employees shall receive one (1) hour off for lunch at approximately the middle of the working day, except that any employee may receive only one-half ( $\frac{1}{2}$ ) hour meal period when he works within eight and one-half ( $8\frac{1}{2}$ ) consecutive hours, provided it is mutually agreed upon. The meal period shall not begin before three (3)

hours of work, nor later than five (5) hours of work. Part-time employees who work six (6) hours or more in a work day shall be granted a meal period without pay of at least one-half ( $\frac{1}{2}$ ) hour, if requested by the employee.

5.6 Any employee instructed to work their meal period shall receive pay for that period of time at the overtime rate of time and one-half ( $1\frac{1}{2}$ ) their regular rate of pay.

5.7 The Employer may establish as many shifts as necessary and the starting time of such shifts shall be optional with the Employer.

5.8 There shall be no split shift.

5.9 Full time employees shall be paid at the overtime rate for all hours worked after 6:00 P.M. except two (2) nights per week.

All full time employees hired after July 25, 1971, or those part time employees advanced to full time after July 25, 1971, may work up to three (3) nights after 6:00 P.M. at the straight time rate of pay.

5.10 Any time worked after 11:00 P.M. or before 6:00 A.M. shall be paid at time and one-half ( $1\frac{1}{2}$ ) of the employee's regular rate of pay, except for those employees on the night shift.

5.11 Work performed on Sunday will be compensated for at triple (3) the employee's rate of straight time pay.

5.12 Overtime shall be worked at the designation of the Employer. The overtime pay shall be computed on a daily or weekly basis, but not for both. In the working of overtime, consideration shall be given to the ability and practicability of the employee involved to perform assigned work. No Employer shall discipline any employee for their refusal to work unreasonable overtime.

5.13 On days where overtime is worked, if a second meal period is taken, it must consist of one-half ( $\frac{1}{2}$ ) hour duration only. The taking of the second meal period will be by mutual consent of employee and Employer.

5.14 Part time employees who report to work pursuant to instructions and are not given work shall be paid for their scheduled hours, but in no event for less than four (4) hours except for those stores closing at 6:00 P.M. No part-time employee shall be employed for less than four (4) hours in any one (1) day.

5.15 All full time employees reporting for work at their scheduled time shall be guaranteed a full day's work of eight (8) hours with pay. In the event such employee is called to work on his predesignated day off, he shall be guaranteed a minimum of four (4) hours pay at the overtime rate of time and one-half ( $1\frac{1}{2}$ ).



5.16 The Employer agrees to post a weekly work schedule, in ink, in a conspicuous place by noon on Saturday of week preceding the week for which the schedule is effective of working hours specifying the starting and finishing times and regular days off. The schedule shall contain the employees' full name. The schedule for the night crew and those scheduled off on Saturday must be posted prior to the end of those employees' scheduled shift on Friday of the week preceding the week for which the schedule is effective.

The schedule for all full time employees specifying starting time and finishing time and regular day off shall not be altered after it is posted, except with approval of the employee. Each full time employee shall regularly receive the same day off each week. A seven (7) day written notice must be given in order for a full time employee's regularly scheduled day off to be changed. The schedule of a part time employee may only be changed by notification to the employee prior to store closing the previous day.

5.17 All employees will be given a ten (10) minute rest period approximately in the middle of each four (4) hour shift.

One (1) rest period of fifteen (15) minutes will be given to part time employees working six (6) hours.

5.18 Employees who sustain an occupational injury requiring treatment by a doctor or hospital shall suffer no loss in pay for the day the injury occurs provided the employee return to work unless otherwise instructed in writing by the attending doctor.

5.19 A part time employee is one who works twenty-nine (29) hours or less per week, except during the period of June 15th to September 15th, when a part time employee may work up to thirty-five (35) hours per week at the part time rate of pay.

When a part time employee exceeds the hours as specified in 5.19 above, he shall be paid at the appropriate full time hourly rate of pay for all hours worked that week.

5.20 The Employer may schedule certain employees thirty (30) minutes after store closing without overtime or being counted as a night worked. This shall mean the scheduled thirty (30) minutes will be included in the eight (8) hour day.

#### ARTICLE 6 WAGES AND EMPLOYEE CLASSIFICATION

6.1 Wage scales are set forth in Schedule "A" attached hereto and made a part thereof.

6.2 It is further understood that all newly hired employees shall be on probation for the first thirty (30) days of employment and may be discharged by the Employer, giving Union no cause of dismissal within this period.



6.3 All previous supermarket experience in the same type of work of any newly hired employee within the preceding three (3) years, proven by verification or ability, shall be recognized for the sole purpose of establishing the pay scale to which the employee is entitled. Only that portion of experience which actually falls within the three (3) year period shall be recognized. The Employer, employee and the Union will make every effort to verify all previous experience claimed on the employee's application for employment. If, however, complete information cannot be obtained within the first three (3) months of employment, the pay scale shall be determined by the Employer on the basis of whatever verification of experience has become available and the employee's ability. The Employer agrees to notify the Union no later than sixty (60) days after employment if complete verification of experience has not been obtained. Employees terminated prior to verification of previous experience to receive starting rate.

6.4 A part time employee when assigned to full time work shall be credited for his accumulated part time hours based on a ratio of 2 to 1 - two months part time service equals one month full time service for wage rates only.

6.5 When a higher classified employee is absent from his position for more than one (1) day and another employee performs the job of the higher classified employee, he shall receive the appropriate rate of pay of the higher classification.

6.6 The relief manager shall receive his appropriate hourly rate plus overtime, or the store manager's rate of pay, whichever is the greater, when relieving for one (1) full week or more.

6.7 Baggers shall be guaranteed sixteen (16) hours work per week. Their duties shall be limited to bagging, parcel pick up, cleaning up around the checkout stand and parcel pick up area.

6.8 The duties of the porter shall be limited to the general cleaning up of the store and carrying out of customers' packages, but in no other instance shall porters be required to handle, display, or sell any merchandise sold in the store.

#### ARTICLE 7 NIGHT CREW EMPLOYEES

7.1 A night crew employee is one who is scheduled for work on a night crew two (2) or more nights in any one (1) week. No employee shall be required to work a day and night shift in the same work week.

7.2 Any employee working on the night crew two (2) or more nights during the week shall receive the night premium for all hours worked during the entire week.

Any time worked by a member of the night crew prior to store closing, or after 9:00 A.M. shall be paid at time and one half (1½) of the employee's regular rate of pay which shall be in addition to his night premium.

7.3 Each employee working on the night shift will receive an additional twenty-five cents (25¢) per hour, which shall be over and above the regular rate of pay for the same or similar day job.

7.4 One person other than the Assistant Manager or Department Head, shall be designated as the man in charge of the night crew. This employee shall not be replaced by any employee in a higher wage classification.

7.5 The man in charge of night crew will receive in addition to his night premium, an additional ten dollars (\$10.00) per week.

7.6 A night crew may work four (4) ten (10) hour shifts at straight time by mutual agreement.

7.7 Part time employees may be assigned on a night shift, provided however, they must be assigned for a full shift of not less than eight (8) hours.

7.8 The meal period for night crew workers shall be one-half ( $\frac{1}{2}$ ) hour and the eight (8) hour shift shall be worked in a period of eight and one-half ( $8\frac{1}{2}$ ) consecutive hours.

7.9 Any regular member of the night crew will receive his basic weekly wage plus his night premium in the computation of his overtime, vacation or holiday pay.

7.10 Full time employees who want on or off of the night crew shall bid on or off on a seniority basis in a supervisory territory. No new hires shall be employed until all bids are honored. Said request must be made in writing to the Company Personnel Office and the Union and shall be honored in the order of the date received.

#### ARTICLE 8 WORKING CONDITIONS

8.1 The Employer will furnish and launder such store linens as it desires worn by its employees. In the event the Employer provides dacron or similar type uniforms for female employees, these garments may be laundered by the employee. Since this item of expense is intended to make the Employer's service more attractive to customers, members agree to cooperate by presenting a neat, clean, businesslike appearance while on duty in the store.

8.2 Employer has the right to discharge or discipline any employee for good cause, including but not limited to, proven or acknowledged dishonesty, intoxication during working hours, provided, however, that no employee shall be discharged or discriminated against because of membership in the union for Union activities.

8.3 In the event that an employee's work is unsatisfactory, he shall be given at least one (1) written notice before disciplinary action is taken, and a copy of the notice shall be sent to the Union at the same time. Notices and warnings shall become null and void after nine (9) months from date of issue.

8.4 Representatives of the Union shall have access to the Employer's stores for the purpose of determining that the terms of this Agreement are being complied with including but not limited to inspecting work schedules, investigating the standing of employees and inspecting the pay records, which shall be available for a reasonable length of time.

8.5 No employee shall suffer a reduction of hourly wage rates, increase of hours, or reduced vacation time solely by the signing of this Agreement.

8.6 If a physical examination or health permit is required by the Employer or local government, all expenses attached to same shall be borne by the Employer.

8.7 The Employer agrees, in the event of a temporary transfer at the Employer's request, to reimburse the employee for increased transportation costs on the basis of ten cents (10¢) per mile, except, however, when an employee chooses public transportation, excluding taxicabs, he shall be reimbursed only for the actual cost of such increased transportation.

8.8 Employees shall be at their stores ready for work at their scheduled starting time, otherwise they are reporting late. They shall remain at their work until their scheduled quitting time. Employees shall be paid for all time worked. There shall be a time clock or time sheet in each of the employer's stores for the purpose of recording time worked.

8.9 Employees shall have a minimum of ten (10) hours off between the end of their schedule and the starting of their next schedule. Any employee who works during this ten (1) hour period shall be paid for such time at the rate of time and one-half (1½) their straight time rate of pay.

8.10 The Employer shall maintain a first aid kit, fully equipped in each store to be available for all shifts worked.

8.11 Notice concerning Union business will be posted in designated locations in the stores after approval by management.

8.12 The Employer shall combine existing part time assignments on a seniority basis, unless such hours duplicate each other, providing the employee can do the work, so as to provide the maximum part time employment per individual within the definition of part time employment, and further to create as many full time positions as possible.

8.13 A full time clerk who receives a pay rate which is higher than the pay rate provided in Schedule "A" for his classification, who is promoted to a department head and subsequently demoted to his former classification, shall receive the same pay rate differential which he previously received.



ARTICLE 9  
VACATIONS

9.1 Full time employees with one or more years of continuous full time service shall be granted vacations as follows:

<u>ANNUAL VACATION</u>	<u>PRO RATA VACATION ON TERMINATION</u>
One (1) week uninterrupted after one (1) year	1/12 week for each additional month
Two (2) weeks uninterrupted after three (3) years	2/12 week for each additional month
Three (3) weeks after eight (8) years	3/12 week for each additional month
Four (4) weeks after fourteen (14) years	4/12 week for each additional month
Five (5) weeks after twenty- five (25) years	5/12 week for each additional month

9.2 Employees discharged for drinking on the job shall not be entitled to pro rata vacation pay. Employees discharged for acknowledged or proven dishonesty shall not be entitled to any vacation pay.

9.3 An employee who has earned three (3) or more weeks of vacation is entitled to at least two (2) weeks uninterrupted with the remaining period to be taken at a time convenient to both the Employer and the employee. No week shall be eliminated from the vacation schedule except in case of demonstrable business necessity.

9.4 Vacation time shall be computed from date of employment or anniversary of vacation eligibility date, and shall be taken at a time convenient to both the employee and the Employer, and shall be paid at the rate of pay in effect at the time the vacation is taken. An employee who is absent from work for less than 16 weeks during his anniversary year shall receive his full vacation allowance but if absent for reasons other than illness or for illness for more than 16 weeks, he shall receive 1/12 his vacation entitlement for each full month worked during the anniversary year.

9.5 When a holiday designated in Article 10.1 occurs during the full time employee's vacation, the employee shall be entitled to an extra day's vacation or cash in lieu thereof, based on straight time pay for an eight (8) hour work day.

9.6 Seniority of employees shall be a governing factor in the selection of vacation dates. The vacation schedule of any employee cannot be changed, except by mutual agreement, when it is less than thirty (30) days to the date the employee has selected.

9.7 Vacation pay is to be paid to the employee prior to the day the vacation begins.



9.8 Part time employees shall be entitled to a vacation on or after each anniversary date of their employment pro-rated on the basis of the average straight time hours worked during the preceding year, according to the vacation formula set forth above and subject to the same conditions as pertain to full time employees.

9.9 When a holiday, designated in Article 10.1 occurs during a part time employee's vacation, and the part time employee would ordinarily have been scheduled for work on that day, he or she shall be paid as provided in Article 10.4.

9.10 Employee may start his or her vacation on any day which is mutually agreed upon by the Employer and the employee.

9.11 A part time employee going to full time shall not suffer a reduction in the number of hours vacation he would have received as a part time employee for the first vacation of such change.

#### ARTICLE 10 HOLIDAYS

10.1 The Employer agrees that the following days shall be holidays. When a holiday falls on a Sunday, the following Monday shall be observed:

New Year's Day	Labor Day
Easter Monday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

Work may be performed on any of the hereinabove mentioned holidays, however, work as such shall be compensated for at the rate of double the employee's regular straight time rate of pay, which shall be over and above the full time pay as provided.

10.2 It is further agreed that the work week during which a holiday occurs, in accordance with this Agreement, shall be considered a four (4) day week consisting of thirty-two (32) straight time hours, for which the employee shall be paid forty (40) hours' pay if they qualify under Article 10.8. All time worked over thirty-two (32) hours during said holiday week shall be compensated for at the overtime rate of time and one-half (1½) except that an employee may work forty (40) hours at straight time in addition to his or her holiday pay, provided it is mutually agreed upon between Employer and employee.

10.3 All part time employees, upon completion of sixty (60) days, but less than one (1) year of continuous service with the Employer, shall be entitled to holiday pay as set forth in this paragraph when said holiday falls on their scheduled work day, based on the number of hours regularly worked by such employee on that day.

10.4 All part time employees with one (1) or more years of continuous service shall be entitled to holiday pay based on the number of hours regularly worked by the employee on that day if the holiday falls on a regularly scheduled work day; or holiday pay of four (4) hours at straight time if the holiday falls on a non-scheduled day.

10.5 In either case the employee shall:

- (a) Work his or her scheduled work day before and after such holiday, Sunday excepted; and
- (b) Work at least one (1) day during the said holiday week.

10.6 All employees shall be entitled to a Personal Holiday on their Birthday. In the event that the birthday falls on Sunday, he shall be entitled to the holiday on his next scheduled work day. In the event the employee's birthday occurs on one of the other specified holidays or on his scheduled day off, he shall be entitled to the holiday on the succeeding work day. The employee must notify the Store Manager two (2) weeks in advance of his birthday. Any employee who fails to notify the Store Manager two (2) weeks in advance of his birthday, and if he works on such day shall be paid straight time for work on that day and be granted another day off in lieu of that day within two (2) weeks.

10.7 Work schedules shall not be changed for the purpose of avoiding holiday pay.

10.8 No employee shall receive pay for any holidays not worked unless such employee has reported for work on his or her regular work day next preceding and next following said holiday. Employees shall be deemed to have reported for work if absence on the day before or the day after said holiday is due to express permission from or action of the Employer, or death in the immediate family, and also in case of certified illness, but in any event, employees off one (1) full week before a holiday and one (1) full week after a holiday would not be entitled to holiday pay, unless otherwise provided for in this Agreement.

10.9 Upon completion of three (3) months' continuous service with the Employer, regular full time employees shall be entitled to one (1) personal holiday within each calendar year, which may be taken on any scheduled work day, which is mutually satisfactory to the Employer and the employee. The Employer shall have the right to determine the number of employees who may be permitted to take the holiday on any day.

Part time employees with three (3) or more months of continuous service with the Employer shall be entitled to one (1) personal holiday of five (5) hours each within each calendar year, which may be taken on any scheduled work day, which is mutually satisfactory to the Employer and the employee. The Employer shall have the right to determine the number of employees who may be permitted to take the holiday on any day.

10.10 Hours and/or days which qualify for Sunday or holiday premium pay shall not be included in computing weekly overtime. There shall be no pyramiding of overtime and/or premium pay. Hours worked on Sundays or holidays shall be in addition to the normally scheduled work week.

10.11 Sunday or holiday work shall be assigned on the basis of seniority by classification within the store. In the event the Employer cannot schedule the necessary number of employees on a voluntary basis, then the employees in reverse order of seniority shall be obligated to work.

ARTICLE 11  
LEAVE OF ABSENCE

Subject to the following conditions, employees shall be granted leave of absence which shall not interrupt their service records, providing such request is made by the employee, in writing, to the Personnel Department seven (7) days prior to commencing such leave:

11.1 Leave of absence shall be granted up to one (1) year without pay when an employee with six (6) or more months of continuous service is unable to work because of sickness or accident, and this leave shall become effective after the final sick benefit payment is made. The disability must be attested to by a registered physician. However, in the event such employee is unable to return to work at the expiration of his leave period, he shall be entitled to an additional leave of six (6) months if he submits satisfactory medical evidence that he will be able to return to his regular duties within the said additional period. The employee must give seven (7) days notice prior to the writing of the schedule of their intent to return to work.

11.2 Any employee having completed six or more months of service, and who is pregnant shall be granted a leave of absence without pay upon a written request stating that the employee intends to return to work upon the termination of the pregnancy.

In support of such request the employee shall submit a statement from a physician:

1. Certifying that the employee is pregnant,
2. Fixing the approximate date of birth, and
3. Fixing a date beyond which the employee cannot work because of inability to perform the job properly or that the employee's health or safety may be endangered by continued work.

The leave shall begin on the date fixed by the physician and shall in the first instance be for up to one year. However, in the event the employee is unable to return to work at the expiration of the leave period, the employee shall be entitled to an additional leave of six months upon the submission of satisfactory medical evidence that the employee will be able to perform the regular duties of the job within the said additional period.



Before returning to work, the employee shall furnish the Employer with a physician's certificate stating that the employee is physically able to resume the full normal duties of the job. Additionally, the employee shall give two weeks written notice to the Employer of the day on which the employee intends to return to work. If the employee is not assigned by the expiration of the two weeks notice, the employee must receive pay in lieu of work thereafter.

11.3 An employee with six (6) months' service shall, in the case of a death in the immediate family of the employee, namely, of a parent, spouse, child, brother, sister, parent-in-law, or grandparent, requiring the employee's absence from his regularly scheduled assignments, be granted a leave of absence up to three (3) days beginning with the day of death. Neither Sunday nor the scheduled day off of a full time employee shall be counted. When an employee's normal time off falls within the three (3) day period, he shall be reimbursed for that portion of the time normally scheduled for work, but under no circumstances shall the application of this clause result in a change in the employee's basic weekly salary.

11.4 The Employer agrees that any member of the Union, employed by the Employer during the period of this Agreement who is elected to permanent office in the Union or is assigned by Union to any Union activity necessitating temporary leave of absence, shall be granted such leave of absence and shall, at the end of his term in the first instance or at the end of his mission in the second instance, be guaranteed reemployment at his former wage rate plus any increase or less any reduction that may have become effective during his absence, provided that he applies for re-employment forthwith upon leaving the Union.

11.5 Approved leaves of absence for reasons other than those listed above shall not interrupt an employee's service record.

11.6 Any employee may be given a leave of absence not to exceed one (1) year for any reason acceptable to the Employer. This decision shall not be arbitrable.

## ARTICLE 12 JURY DUTY

12.1 Employees actually serving on juries shall receive the difference between their straight time weekly basic pay and the amount received while on jury duty. They will be expected to work their regularly posted schedule on days when the jury is not in session.

12.2 An employee serving on the jury shall not be required to work hours other than those during which the employee is normally scheduled and in no case shall they be required to report for less than four (4) hours.



ARTICLE 13  
STORE CARD OR DECAL

The Union agrees to furnish to the Employer Union Store Cards and/or Decals for each of the Employer's stores. Such cards or decals shall remain the property of the Retail Clerks International Association and shall be surrendered to the Union upon demand. The Employer shall display such Union cards or decals in a conspicuous area accessible to the public in each establishment covered by this Agreement.

ARTICLE 14  
SHOP STEWARDS

14.1 The Union shall have the right to appoint Shop Stewards in each store, whose duties shall be to report any irregularities to the Union. In no instance shall the Shop Steward be discriminated against for discharging such duties, provided such duties do not unreasonably interfere with the regular performance of their work for the Employer.

14.2 Shop Stewards may not be transferred from store or job assignment without written consent of the Union, except in cases of promotion. The Shop Stewards shall have superseniority among all employees in all respects in their store. Further, the Shop Stewards shall not be threatened, coerced or intimidated for performing union activities.

14.3 In the interest of promoting cooperative relations, the Store Manager shall introduce each new employee in his store to the Union Shop Stewards within one week after the new employee reports to work. Stewards shall give the new employee a copy of the contract and shall explain its operation. The Shop Steward may answer any questions the new employee asks him. They may request the new employee to join the Union and may make arrangements for the new employee to become a member.

14.4 The Union shall furnish to the Employer a complete list of Shop Stewards which shall be amended from time to time as may be necessary.

ARTICLE 15  
HEALTH AND WELFARE

15.1 Effective August 26, 1973, and for the remainder of this Agreement, the Employer shall contribute to the FELRA and Retail Store Employees Union Health and Welfare Fund (hereinafter called the "Fund"), the sum of eighty dollars (\$80.00) per month for each full time employee who is on the Employer's payroll on the first day of each month. The monthly contribution by the Employer will commence with the first full payroll month following the first of the month after completion of three (3) months of continuous full time employment with the Employer.

15.2 Effective August 26, 1973, to and including September 30, 1973, the Employer shall contribute the sum of twenty-two dollars (\$22.00) per month for each part time employee who is on the Employer's payroll on the first day of each month. The monthly contributions by the Employer will commence with the first full payroll month following the first of the month after completion of three (3) months of continuous part time employment with the Employer.

15.3 Effective October 1, 1973, and for the remainder of this Agreement, the Employer shall contribute to the Fund the sum of twenty-five dollars (\$25.00) per month under the same terms and conditions as set forth in Paragraph 15.2 above.

15.4 The contribution provided for in this Agreement shall be in lieu of any obligation on the part of the Employer to provide any Health and Welfare benefits other than those provided by the Trust Agreement and Plan governing the Fund.

15.5 The Fund shall be governed by a Board of Trustees consisting of equal numbers to be designated by the Food Employers Labor Relations Association and the Union.

15.6 It is agreed that all questions involving Health and Welfare not specifically set forth herein shall be determined by the provisions of the Agreement and Declaration of Trust governing the Plan.

15.7 An Employer, at its discretion, may or may not be required to designate a representative on the Board of Trustees, but in any event the Employer agrees to be bound by all the decisions made by the Trustees in accordance with the Declaration of Trust.

ARTICLE 16  
PENSION - RETIREMENT

16.1 Effective August 26, 1973, to and including September 30, 1973, the Employer shall contribute to the FELRA and Retail Store Employees Union Pension Fund, (hereinafter called the "Fund"), a total of fifty-eight dollars (\$58.00) per month for each full time employee who is on the Employer's payroll on the first day of each month. The monthly contribution by the Employer for new employees will commence with the first full payroll month following the completion of thirty (30) days of continuous employment with the Employer, retroactive to the date of employment.

16.2 Effective October 1, 1973, the Employer will contribute a total of sixty-five dollars and seven cents (\$65.07) per month to the Fund for each full time employee under the same terms and conditions as set forth in Paragraph 16.1 above.

16.3 Effective August 26, 1973, to and including September 30, 1973, the Employer will contribute a total of four dollars and sixty cents (\$4.60) per month for each part time employee who is on the Employer's payroll on the first day of each month to the Fund. The monthly contribution by the Employer for new employees will commence with the first full payroll month following the completion of thirty (30) days of continuous employment with the Employer, retroactive to the date of employment.

16.4 Effective October 1, 1973, the Employer will contribute a total of eight dollars and fourteen cents (\$8.14) per month to the Fund for each part time employee under the same terms and conditions as set forth in Paragraph 16.3 above.

16.5 The Pension Fund and Plan shall be governed by a Board of Trustees consisting of equal numbers to be designated by the Food Employers Labor Relations Association and the Union.

16.6 It is understood and agreed that the Pension Fund referred to herein shall be such as will continuously qualify for approval by the Internal Revenue Service, so as to allow the Employer an income tax deduction for the contributions paid hereunder.

16.7 It is agreed that the Pension Plan shall provide that it be mandatory that each employee covered by this Agreement shall retire no later than the first (1st) day of the month following his or her sixty-fifth (65th) birthday.

16.8 It is agreed that all questions involving pensions not specifically set forth herein shall be determined by the provisions of the Agreement and Declaration of Trust governing the Plan.

16.9 An Employer, at its discretion, may or may not be required to designate a representative on the Board of Trustees, but in any event the Employer agrees to be bound by all the decisions made by the Trustees in accordance with the Declaration of Trust.

#### ARTICLE 17 CHECKOFF

The Employer shall check off the initiation fees and monthly dues from all employees who authorize, in writing, such deductions and shall remit amounts so deducted within thirty (30) days after their collection to the financial secretary or designated officer of the Union. Beginning with the calendar week ending January 5, 1974, dues will be checked off weekly and remitted monthly.

#### ARTICLE 18 ARBITRATION AND ADJUSTMENT

18.1 Should a controversy, dispute or disagreement arise during the period of this Agreement concerning the interpretation of the provisions of this Agreement, except that liability for wage claims shall not be subject to arbitration unless involving a disputed interpretation of the provisions of the Agreement, there shall be no cessation or stoppage of work or lockout because of such controversy, dispute, or disagreement, but the difference shall be adjusted in the following manner.

18.2 Upon receipt of notice from either party, the representative of the Employer and the representative of the Union shall, within three (3) days, commence discussion in an attempt to reach a settlement of the controversy.



18.3 If the matter is not amicably settled under 18.2 above, then either party may, on giving five (5) days' notice to the other party, submit the matter to a Board of Arbitration appointed as follows:

1) One (1) member shall be appointed by the Employer involved, and one (1) member shall be appointed by the Union. They shall, within three (3) days thereafter, mutually select a neutral chairman who shall be disinterested and not a member of the Union, nor engaged in the same line of business as the Employer, and these three (3) shall constitute a Board of Arbitration and shall render a decision within five (5) days or such further time as the Board of Arbitration may mutually agree upon and said decision shall be final, binding and conclusive upon all parties concerned.

2) In the event the Board of Arbitration is unable to agree on a mutual chairman within the time limits herein prescribed, a request shall be made to the American Arbitration Association for a list of fifteen (15) arbitrators and the parties shall select therefrom one (1) arbitrator as follows: each of the parties shall strike one (1) name from the list until a last name remains, each of the parties drawing lots to determine who shall be entitled to the first strike.

3) The arbitrator shall not have the authority to decide questions involving the jurisdiction of any Local or of the International or which may in any way affect or change the Union Security Clause, nor shall the arbitrator have the authority to effect a change in, modify, or amend any of the provisions of this Agreement or to make decisions or provisions covering wages or working conditions to be incorporated either in a new Agreement or any subsequent annual Agreement, except as hereinafter provided.

18.4 The provisions of no strike or lockout shall not be binding on either party if the other fails to abide by the decision of the Board of Arbitration. The expenses of the arbitrator shall be borne equally by both the Employer and the Union.

18.5 All complaints must be filed, in writing, within ninety (90) days after occurrence of the matter in dispute or disagreement; provided that any complaints in reference to dismissal must be filed, in writing, to the Employer within ten (10) days from the date of dismissal. Complaints not filed within the limits herein specified shall have no right of appeal by any party involved.

18.6 During the consideration of such difference or misunderstanding, neither party shall use any coercive or retaliatory measures to compel the other party to accede to its demands.



ARTICLE 19  
MILITARY SERVICE

19.1 The Employer will comply with the applicable laws of the United States concerning the reemployment of persons leaving the military service of the United States. At the time an employee leaves for military service, he shall receive whatever vacation pay is due him. The applications of this provision will comply with the Military Selective Service Act of 1967 as amended.

ARTICLE 20  
NO STRIKES OR LOCKOUTS

It is mutually agreed by the parties of this Agreement that there shall be no strikes or stoppage of work by the employees or by the Union, nor shall there be any lockout by the Employer during the life of this Agreement, and that any difference of opinion or misunderstanding concerning the interpretation of the provisions of this Agreement which may arise between the contracting parties shall be amicably adjusted by and between the parties themselves, and if the parties cannot amicably adjust the differences, then the matter shall be referred to a Board of Arbitration as provided in Article 18. Nothing contained herein, however, shall compel any employee to walk through a picket line, provided such picket line has the sanction of his own International Union.

ARTICLE 21  
INVALIDATION

Should any Article, Section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section, or portion thereof directly specified in the decision, provided, however, that upon such a decision the parties agree immediately to negotiate a substitute for the Invalidated Article, Section, or portion thereof.

ARTICLE 22  
RETROACTIVITY

It is agreed that the wages established in this Agreement shall be retroactive to and including August 26, 1973.

ARTICLE 23  
DURATION OF AGREEMENT

This Agreement shall be effective commencing August 26, 1973, and shall remain in force until and including August 24, 1974, and from year to year thereafter, with the right of either party to reopen upon written notice, not less than sixty (60) days prior to August 24, 1974, or the 24th day of August of any subsequent year thereafter of a desire either to change or terminate this Agreement. In the event either party serves notice, it is agreed that the Employer and the Union shall immediately begin negotiations on the proposed changes and that, pending the results of such renegotiations, neither party shall change the conditions existing at the time under the contract.

If during the period of negotiations, the Union decides to terminate this Agreement, it agrees, however, that it will not strike or cause stoppage of work by the employees, unless notice of strike action is given at least two (2) days prior to the date of the strike, which shall be set forth in the notice. If the strike does not take place upon the date set forth in the notice, said notice shall be null and void and a new notice required before strike action can be taken.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper corporate officers and caused their proper corporate seals to be hereunto affixed this 10<sup>th</sup> day of October, 1973.

FOR THE EMPLOYER:

SAFEWAY STORES, INCORPORATED

John Bee

Theodore P. Picard

FOR THE UNION:

RETAIL STORE EMPLOYEES UNION,  
LOCAL NO. 692

Alton Altman

Harry J. Lindolo

APPROVED:

BALTIMORE FOOD EMPLOYERS LABOR  
RELATIONS ASSOCIATION

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SCHEDULE "A"

All employees shall receive an across-the-board increase of 5.85% of their straight time hourly rate, or the appropriate minimum wage scale, whichever is the greater.

<u>CLASSIFICATION</u>	<u>Effective 8/26/73 - 8/24/74</u>	
	<u>Per Hour</u>	<u>Per Week</u>
Assistant Manager	6.0058	240.23
Produce Department Manager	5.8653	234.61
<u>Head Cashier</u>		
1st 6 months	4.7425	189.70
2nd 6 months	4.8550	194.20
3rd 6 months	4.9953	199.81
4th 6 months	5.1355	205.42
Thereafter	5.5005	220.02
<u>Full Time Clerks</u>		
1st 6 months	4.3500	174.00
2nd 6 months	4.4620	178.48
3rd 6 months	4.6023	184.09
4th 6 months	4.7425	189.70
Thereafter	5.0515	202.06
<u>Part Time Clerks</u>		
1st 6 months	3.6482	
2nd 6 months	3.9289	
3rd 6 months	4.2095	
4th 6 months	4.4901	
Thereafter	5.0514	
<u>Full Time Porters</u>		
1st 6 months	3.3675	134.70
2nd 6 months	3.6485	145.94
Thereafter	3.7605	150.42
<u>Part Time Porters</u>		
1st 6 months	3.0870	
2nd 6 months	3.3676	
Thereafter	3.7606	
<u>Baggers</u>		
1st 6 months	2.2450	
2nd 6 months	2.5256	
Thereafter	2.8064	
<u>Bakery Sales Clerks (Full Time)</u>		
Head Clerk	4.0130	160.52
1st 6 months	3.5920	143.68
2nd 6 months	3.6765	147.06
Thereafter	3.8167	152.67
<u>Bakery Sales Clerks (Part Time)</u>		
1st 6 months	3.3676	
2nd 6 months	3.5360	
Thereafter	3.7044	

Schedule "A" (continued)

1. "Red Circle" employees in all classifications shall maintain the existing differential over the new scales.
2. Reaffirm payroll deduction for automobile insurance when group plan is initiated.
3. The Company agrees to establish the above classifications in those stores where in sole opinion of Company the needs of the store require such employees. A department head is any employee held responsible by the Company for the proper operation of a specified department.



EXHIBIT "B"

SAFEWAY STORES, INCORPORATED

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all of its employees (other than Store Managers, Meat Department personnel and Supervisory employees) coming under the jurisdiction of Retail Store Employees Union, Local No. 692, in the stores in the areas set forth in this Exhibit "B" attached hereto and made a part hereof, except in those areas where other duly chartered Locals exist.

Exhibit B - Counties, State of Maryland: Washington (west of the Cumberland Canal), Frederick, Carroll, Baltimore, Harford, Cecil, Howard, Anne Arundel (south to South River from Chesapeake Bay to U.S. Highway 50), Kent, Queen Anne, Talbot, Caroline, Dorchester, Wicomico, Somerset, Worcester.

State of Delaware: Counties of Newcastle, Kent and Sussex

State of Virginia: County of Accomack

State of West Virginia: County of Berkley

EXHIBIT "C"

SAFEWAY STORES, INCORPORATED

Seniority areas governed by individual District Managers' territories which includes the following stores:

Stores

District #17

Easton, Maryland  
Federalburg, Maryland  
Salisbury, Maryland (2 stores)  
Dover, Delaware  
Georgetown, Delaware (2 stores)  
Laurel, Delaware  
Milford, Delaware  
Rehoboth, Delaware  
Seaford, Delaware

District #18

Baltimore County  
Baltimore, Maryland  
Frederick, Maryland (2 stores)  
Hagerstown, Maryland  
Westminster, Maryland

District #20

Annapolis, Maryland (3 stores)  
Arnold, Maryland  
Severna Park, Maryland

District #5

Bel Air, Maryland  
Ellicott City, Maryland (2 stores)